

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this "Agreement") is made effective on the date last executed herein ("Effective Date") by and between Environmental Research Center ("ERC") and Future Formulations, LLC ("Future Formulations") and ICA Health, LLC ("ICA"). ERC, Future Formulations and ICA shall sometimes be referred to individually as a "Party" or collectively as the "Parties." The Parties agree as follows:

1. INTRODUCTION

1.1 On September 17, 2012, Plaintiff Environmental Research Center ("ERC"), a non-profit corporation, as a private enforcer, served on the California Attorney General, other public enforcers, Future Formulations and ICA a Notice of Violations of California Health & Safety Code Section 25249.5-Proposition 65-("Notice of Violations"). A true and correct copy of the Notice of Violation is attached hereto as Exhibit A. ERC alleges that certain products ("Covered Products") manufactured, distributed, or sold by Future Formulations and ICA contain lead, a chemical listed under Proposition 65 as a carcinogen and reproductive toxin, and require a Proposition 65 warning. The Covered Products are listed as follows:

1. ICA Health, LLC Doctor Wilson's Original Formulations Inner Healing Support for Healthy Gastrointestinal Comfort
2. ICA Health, LLC Doctor Wilson's Original Formulations Squeaky Clean Multifiber Intestinal Cleanser
3. ICA Health, LLC Doctor Wilson's Original Formulations Super Adrenal Stress Formula Nutrients for Optimal Adrenal Function
4. ICA Health, LLC Doctor Wilson's Original Formulations Adrenal POWER Powder Caffeine-Free Adrenal Energizer

1.2 ERC is a California non-profit corporation acting as a private enforcer of Proposition 65 that is dedicated to, among other causes, helping safeguard the public from health hazards by bringing about a reduction in the use and misuse of hazardous and toxic chemicals, facilitating a safe environment for consumers and employees, and encouraging corporate responsibility. ERC brings this matter pursuant to California Health and Safety Code Section 25249.7.

1.3 Future Formulations employs ten or more persons. Future Formulations distributes and sells the Covered Products in California.

1.4 ICA employs fewer than ten persons, and is exempt from Proposition 65 pursuant to pursuant to California Health and Safety Code section 25249.10(a). After receiving ERC's Notice of Violation, ICA furnished to ERC a declaration under penalty of perjury and its tax returns for the past two years as evidence that it is not "a person in the course of business" as defined by California Health and Safety Code section 25249.10(a). A copy of ICA's declaration is attached hereto as Exhibit B.

1.5 ERC's Notice of Violation in this action alleges that Future Formulations and ICA manufactured, distributed, and/or sold in California the Covered Products, which contain lead, a chemical listed under Proposition 65 as a carcinogen and reproductive toxin, and expose consumers at a level requiring a Proposition 65 warning. Further, the Notice of Violations alleges that use of the Covered Products exposes persons in California to lead without first providing clear and reasonable warnings, in violation of California Health and Safety Code Section 25249.6. No public enforcer has filed suit against Future Formulations or ICA with regard to the Covered Products or the alleged violations. Future Formulations and ICA deny all material allegations of the Notices of Violation.

1.6 ERC and Future Formulations have entered into this Agreement in order to settle, compromise and resolve disputed claims and thus avoid prolonged and costly litigation. Nothing in this Agreement, nor compliance with its terms, shall constitute or be construed as an admission by any of the Parties, or by any of their respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, suppliers, franchisees, licensees, distributors, wholesalers, or retailers, of any admission concerning any alleged violation of Proposition 65.

1.7 ERC acknowledges that ICA is not subject to Proposition 65 as ICA has fewer than 10 employees and withdraws the Notice of Violation as to ICA.

1.8 Except as expressly set forth herein, nothing in this Agreement shall prejudice, waive or impair any right, remedy, argument, or defense the Parties may have in any other or future legal proceeding unrelated to these proceedings.

1.9 This agreement applies only to the Covered Products and not to private labelers.

2. GOVERNING LAW

This Agreement shall be deemed to have been entered into in the State of California, and governed and interpreted by the laws of the State of California, regardless of the physical locations of the individuals executing this Agreement at the time of execution.

3. INJUNCTIVE RELIEF

3.1 On and after the Effective Date, Future Formulations shall be permanently enjoined from manufacturing for sale or distribution in California, directly selling to a consumer in California or "Distributing into California" any Covered Product for which the serving size on the label contains more than 0.5 micrograms of lead, unless such Covered Product complies with the warning requirement set forth in Section 3.3 below or qualifies as a "Reformulated Covered Product, pursuant to Section 3.5. "Distributing into California" means to ship any of the Covered Products into California for sale or to sell any of the Covered Products to a distributor that Future Formulations knows will sell the Covered Product in California. This injunction shall not apply to products which Future Formulations puts into the stream of commerce before the Effective Date.

3.2 Calculation of Lead Levels. As used in this Agreement, lead levels are calculated pursuant to the testing protocol described in Section 3.4. For purposes of measuring the lead, the second highest lead detection result of the four (4) randomly selected samples of the Covered

Product will be controlling.

3.3 Clear and Reasonable Warnings. For those Covered Products that are subject to the warning requirement of Section 3.1, Future Formulations shall provide the following warning:

WARNING: This product contains [lead,] [a] chemical[s] known to the State of California to cause [cancer and] birth defects or other reproductive harm.

The text in brackets in the warning above is optional, except that the term "cancer" must be included only if the maximum dose recommended on the label contains more than 15 micrograms of lead.

3.4 Testing.

(a) Beginning within one year of the Effective Date, Future Formulations and ICA shall test four (4) randomly selected samples of each Covered Product (in the form intended for sale to the end-user) for lead content. This testing requirement does not apply to a Covered Product for which Future Formulations has provided the warning specified in Section 3.3.

(b) Testing for lead shall be performed using Inductively Coupled Plasma-Mass Spectrometry ("ICP-MS") and closed-vessel, and microwave-assisted digestion employing high-purity reagents or any other testing method subsequently agreed upon in writing by the Parties.

(c) All testing pursuant to this Agreement shall be performed by a laboratory certified by the California Environmental Laboratory Accreditation Program or a laboratory that is registered with the United States Food & Drug Administration.

(d) Future Formulations and ICA shall retain all test results and documentation for a period of four years from the date of the test. Upon written request by ERC, Future Formulations and ICA shall provide copies of the test results to ERC within 10 days of the request.

(e) Future Formulations shall test the Covered Products at least once a year for a minimum of two (2) years by testing four (4) randomly selected samples of each Covered Product which Future Formulations intends to sell or is manufacturing for sale in California, directly selling to a consumer in California, or Distributing into California. If tests conducted pursuant to this Agreement demonstrate that no warning is required for a Covered Product during each of three (3) consecutive years, then the testing requirements of this Section 3.4 are no longer required as to that Covered Product. However, if after the two (2) year period Future Formulations changes ingredient suppliers for any of the Covered Products and/or reformulates any of the Covered Products, Future Formulations shall test that Covered Product at least two (2) consecutive years after such change is made.

(f) If Future Formulations discontinues production of any Covered Product or ceases to distribute any Covered Product into California, the testing obligation for such Covered Product ends on the last date Future Formulations ships Covered Product directly to California.

(g) For purposes of this Agreement, daily lead exposure levels shall be measured in micrograms and shall be calculated using the following formula: Micrograms of lead per gram of

product, multiplied by grams per serving of the product (using the largest serving size appearing on the product label), multiplied by servings of the product per day (using the largest number of servings in the recommended dosage appearing on the product label), which equals micrograms of lead exposure per day.

4. SETTLEMENT PAYMENT

4.1 Future Formulations shall make a total payment of \$15,000.00 within 25 business days of the Effective Date, which shall be in full and final satisfaction of all potential civil penalties, payment in lieu of civil penalties, and attorney's fees and costs. The payment will be in the form of separate checks, and sent to counsel for ERC, William F. Wraith, Wraith Law, 16485 Laguna Canyon Road, Suite 250, Irvine, California, 92618. The checks shall be payable to the following parties and the payment shall be apportioned as follows:

4.2 \$7,950.00 payable to ERC as reimbursement to ERC for reasonable costs associated with the enforcement of Proposition 65 and other costs incurred as a result of work in bringing this Matter.

4.3 \$7,050.00 payable to William F. Wraith as reimbursement of ERC's attorney's fees.

4.4 Future Formulations failure to remit payment before its due date shall be deemed a material breach of this Agreement

5. MODIFICATION OF AGREEMENT

This Agreement may be modified upon written agreement of the Parties.

6. ENFORCEMENT OF AGREEMENT

Any legal action to enforce this Agreement shall be brought in the Orange County Superior Court, which is deemed to be the proper venue for such legal action. The prevailing party in any such legal action shall be entitled to recover for its attorney fees in addition to any other legally recoverable costs, but the party seeking to enforce this Agreement shall only be entitled to recover its attorney fees if it first seeks to resolve the dispute through mediation before bringing a legal action.

7. APPLICATION OF AGREEMENT

This Agreement shall apply to, be binding upon and benefit the Parties, and their respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, suppliers, franchisees, licensees, distributors, wholesalers, retailers, and all other entities in the distribution chain of any Covered Product, the predecessors, successors and assigns of any of them, and the general public. This Agreement excludes private label customers.

8. RELEASE

8.1 ERC acting on its own behalf releases Future Formulations and ICA from all claims for violations of Proposition 65 up and through the Effective Date based on exposure to lead from the Covered Products as set forth in the Notice of Violations. Compliance with the terms of this Consent Judgment constitutes compliance with Proposition 65 with respect to exposures to lead from the Covered Products.

8.2 ERC, on one hand, and Future Formulations and ICA, on the other hand, each release and waive all claims they may have against each other for any statements or actions made or undertaken by them in connection with the Notice of Violations. However, this shall not affect or limit any Party's right to seek to enforce the terms of this Agreement.

9. CONSTRUCTION OF AGREEMENT, SEVERABILITY

9.1 The terms and conditions of this Agreement have been reviewed by the respective counsel for the Parties prior to its signing, and each Party has had an opportunity to fully discuss the terms and conditions with its counsel. In any subsequent interpretation or construction of this Agreement, the terms and conditions shall not be construed against any Party.

9.2 In the event that any of the provisions of this Agreement are held by a court to be unenforceable, the validity of the enforceable provisions shall not be adversely affected.

9.3 The terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. PROVISION OF NOTICE

All notices required by this Agreement shall be sent by first-class, registered, or certified mail, or overnight delivery, to the following:

For Environmental Research Center:

Chris Heptinstall, Executive Director
Environmental Research Center
3111 Camino Del Rio North, Suite 400
San Diego, CA 92108

For Future Formulations:

James Wilson, Manager
Future Formulations, LLC
1340 E. 20th Street
Tucson, AZ 85719
Mailing: P.O. Box 26021
Tucson, AZ 85726

11. EXECUTION AND COUNTERPARTS

This Agreement may be executed in counterparts, which taken together shall be deemed to constitute one document. A facsimile or pdf signature shall be construed as valid as the original signature.

12. ENTIRE AGREEMENT, AUTHORIZATION

12.1 This Agreement contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments and understandings related hereto. No representations, oral or otherwise, express or implied, other than those contained herein have been made by any Party. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties.

12.2 Future Formulations and ICA waive any and all of its costs, expenses, and attorney fees related to the subject of this Agreement.

12.2 Each signatory to this Agreement certifies that he or she is fully authorized by the Party he or she represents to stipulate to the terms and conditions of this Agreement, to enter into and execute this Agreement on behalf of the Party represented, and legally to bind that Party to this Agreement. The undersigned have read, understand and agree to all of the terms and conditions of this Agreement. Except as explicitly provided herein, each Party shall bear its own fees and costs.

13. HEADINGS

The headings herein are for ease of reading and are not meant to provide any independent interpretation and should not be considered as part any term of the Agreement.

DATED: March 27 '14

Future Formulations, LLC

By: James Wilson
Print Name: James Wilson
Title: Manager

DATED: March 27 '14

ICA HEALTH, LLC

By: James Wilson
Print Name: James Wilson
Title: Manager

DATED: 3/18/2014

ENVIRONMENTAL RESEARCH CENTER

By: Chris Heptinstall
Chris Heptinstall, Executive Director

EXHIBIT “A”

WRAITH LAW

16485 LAGUNA CANYON ROAD
SUITE 250
IRVINE, CALIFORNIA 92618
Tel (949) 251-9977
Fax (949) 251-9978

September 17, 2012

NOTICE OF VIOLATIONS OF CALIFORNIA HEALTH & SAFETY CODE SECTION 25249.5 ET SEQ. (PROPOSITION 65)

Dear Alleged Violators and the Appropriate Public Enforcement Agencies:

I represent Environmental Research Center (“ERC”), 3111 Camino Del Rio North, San Diego, CA 92108; Tel. (619) 500-3090. ERC’s Executive Director is Chris Heptinstall. ERC is a California non-profit corporation dedicated to, among other causes, helping safeguard the public from health hazards by bringing about a reduction in the use and misuse of hazardous and toxic chemicals, facilitating a safe environment for consumers and employees, and encouraging corporate responsibility.

ERC has identified violations of California’s Safe Drinking Water and Toxic Enforcement Act of 1986 (“Proposition 65”), which is codified at California Health & Safety Code §25249.5 *et seq.*, with respect to the products identified below. These violations have occurred and continue to occur because the alleged Violators identified below failed to provide required clear and reasonable warnings with these products. This letter serves as a notice of these violations to the alleged Violators and the appropriate public enforcement agencies. Pursuant to Section 25249.7(d) of the statute, ERC intends to file a private enforcement action in the public interest 60 days after effective service of this notice unless the public enforcement agencies have commenced and are diligently prosecuting an action to rectify these violations.

General Information about Proposition 65. A copy of a summary of Proposition 65, prepared by the Office of Environmental Health Hazard Assessment, is an attachment with the copy of this letter served to the alleged Violators identified below.

Alleged Violators. The names of the companies covered by this notice that violated Proposition 65 (hereinafter “the Violators”) are:

**Future Formulations, LLC
ICA Health, LLC**

Consumer Products and Listed Chemicals. The products that are the subject of this notice and the chemical in those products identified as exceeding allowable levels are:

**ICA Health, LLC Doctor Wilson’s Original Formulations Inner
Healing Support for Healthy Gastrointestinal Comfort - Lead**

**ICA Health, LLC Doctor Wilson's Original Formulations Squeaky
Clean Multifiber Intestinal Cleanser - Lead**

**ICA Health, LLC Doctor Wilson's Original Formulations Super Adrenal
Stress Formula Nutrients for Optimal Adrenal Function - Lead**

**ICA Health, LLC Doctor Wilson's Original Formulations Adrenal POWER
Powder Caffeine-Free Adrenal Energizer – Lead**

On February 27, 1987, the State of California officially listed lead as a chemical known to cause developmental toxicity, and male and female reproductive toxicity. On October 1, 1992, the State of California officially listed lead and lead compounds as chemicals known to cause cancer.

It should be noted that ERC may continue to investigate other products that may reveal further violations and result in subsequent notices of violations.

Route of Exposure. The consumer exposures that are the subject of this notice result from the purchase, acquisition, handling and recommended use of these products. Consequently, the primary route of exposure to these chemicals has been and continues to be through ingestion, but may have also occurred and may continue to occur through inhalation and/or dermal contact.

Approximate Time Period of Violations. Ongoing violations have occurred every day since at least September 17, 2009, as well as every day since the products were introduced into the California marketplace, and will continue every day until clear and reasonable warnings are provided to product purchasers and users or until these known toxic chemicals are either removed from or reduced to allowable levels in the products. Proposition 65 requires that a clear and reasonable warning be provided prior to exposure to the identified chemicals. The method of warning should be a warning that appears on the product label. The Violators violated Proposition 65 because it failed to provide persons handling and/or using these products with appropriate warnings that they are being exposed to these chemicals.

Consistent with the public interest goals of Proposition 65 and a desire to have these ongoing violations of California law quickly rectified, ERC is interested in seeking a constructive resolution of this matter that includes an enforceable written agreement by the Violators to: (1) reformulate the identified products so as to eliminate further exposures to the identified chemicals, or provide appropriate warnings on the labels of these products; and (2) pay an appropriate civil penalty. Such a resolution will prevent further unwarned consumer exposures to the identified chemicals, as well as an expensive and time consuming litigation.

Notice of Violations of California Health & Safety Code §25249.5 *et seq.*

September 17, 2012

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ERC has retained me as legal counsel in connection with this matter. **Please direct all communications regarding this Notice of Violations to my attention at the law office address and telephone number indicated on the letterhead.**

Sincerely,

A handwritten signature in black ink that reads "William F. Wraith". The signature is written in a cursive, slightly slanted style.

William F. Wraith

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to Future Formulations, LLC and ICA Health, LLC and each Registered Agent for Service of Process only)

Additional Supporting Information for Certificate of Merit (to AG only)

CERTIFICATE OF MERIT

Re: Environmental Research Center's Notice of Proposition 65 Violations by Future Formulations, LLC and ICA Health, LLC

I, William F. Wraith, declare:

1. This Certificate of Merit accompanies the attached 60-day notice in which it is alleged the parties identified in the notice violated California Health & Safety Code Section 25249.6 by failing to provide clear and reasonable warnings.

2. I am an attorney for the noticing party.

3. I have consulted with one or more persons with relevant and appropriate experience or expertise who have reviewed facts, studies, or other data regarding the exposure to the listed chemicals that are the subject of the notice.

4. Based on the information obtained through those consultants, and on other information in my possession, I believe there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a credible basis that all elements of the plaintiff's case can be established and that the information did not prove that the alleged Violators will be able to establish any of the affirmative defenses set forth in the statute.

5. Along with the copy of this Certificate of Merit served on the Attorney General is attached additional factual information sufficient to establish the basis for this certificate, including the information identified in California Health & Safety Code §25249.7(h)(2), i.e., (1) the identity of the persons consulted with and relied on by the certifier, and (2) the facts, studies, or other data reviewed by those persons.

Dated: September 17, 2012



William F. Wraith

CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury under the laws of the State of California that the following is true and correct:

I am a citizen of the United States, over the age of 18 years of age, and am not a party to the within entitled action. My business address is 306 Joy Street, Fort Oglethorpe, Georgia 30742. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at Fort Oglethorpe, Georgia.

On September 17, 2012, I served the following documents: **NOTICE OF VIOLATIONS OF CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; “THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986 (PROPOSITION 65): A SUMMARY”** on the following parties by placing a true and correct copy thereof in a sealed envelope, addressed to the party listed below and depositing it in a US Postal Service Office with the postage fully prepaid for delivery by Certified Mail:

Future Formulations, LLC
P.O. Box 26021
Tucson, AZ 85726

President or CEO
Future Formulations, LLC
P.O. Box 26021
Tucson, AZ 85726

James Wilson
(Registered Agent for Future
Formulations, LLC)
1340 E. 20th Street
Tucson, AZ 85719

Future Formulations, LLC
2050 N. Pantano Road
Tucson, AZ 85715

President or CEO
Future Formulations, LLC
2050 N. Pantano Road
Tucson, AZ 85715

James Wilson
(Registered Agent for ICA Health,
LLC)
1340 E. 20th Street Tucson, AZ
85719

ICA Health, LLC
1340 E. 20th Street
Tucson, AZ 85719

President or CEO
ICA Health, LLC
1340 E. 20th Street
Tucson, AZ 85719

On September 17, 2012, I served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; ADDITIONAL SUPPORTING INFORMATION FOR CERTIFICATE OF MERIT AS REQUIRED BY CALIFORNIA HEALTH & SAFETY CODE §25249.7(d)(1)** on the following parties by placing a true and correct copy thereof in a sealed envelope, addressed to the party listed below and depositing it in a US Postal Service Office with the postage fully prepaid for delivery by Certified Mail:

Office of the California Attorney General
Prop 65 Enforcement Reporting
1515 Clay Street, Suite 2000
Post Office Box 70550
Oakland, CA 94612-0550

Notice of Violations of California Health & Safety Code §25249.5 *et seq.*

September 17, 2012

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On September 17, 2012, I served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT** on each of the parties on the Service List attached hereto by placing a true and correct copy thereof in a sealed envelope, addressed to each of the parties on the Service List attached hereto, and depositing it with the U.S. Postal Service with the postage fully prepaid for delivery by Priority Mail.

Executed on September 17, 2012, in Fort Oglethorpe, Georgia.

A handwritten signature in black ink, appearing to read "Amber Schaub", written in a cursive style.

Amber Schaub

Notice of Violations of California Health & Safety Code §25249.5 *et seq.*

September 17, 2012

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Service List

District Attorney, Alameda County 1225 Fallon Street, Suite 900 Oakland, CA 94612	District Attorney, Los Angeles County 210 West Temple Street, Suite 18000 Los Angeles, CA 90012	District Attorney, San Diego County 330 West Broadway, Suite 1300 San Diego, CA 92101	District Attorney, Tuolumne County 423 N. Washington Street Sonora, CA 95370
District Attorney, Alpine County P.O. Box 248 Markleeville, CA 96120	District Attorney, Madera County 209 West Yosemite Avenue Madera, CA 93637	District Attorney, San Francisco County 850 Bryant Street, Suite 322 San Francisco, CA 94103	District Attorney, Ventura County 800 South Victoria Ave, Suite 314 Ventura, CA 93009
District Attorney, Amador County 708 Court Street, Suite 202 Jackson, CA 95642	District Attorney, Marin County 3501 Civic Center Drive, Room 130 San Rafael, CA 94903	District Attorney, San Joaquin County 222 E. Weber Ave. Rm. 202 Stockton, CA 95202	District Attorney, Yolo County 301 2 nd Street Woodland, CA 95695
District Attorney, Butte County 25 County Center Drive, Suite 245 Oroville, CA 95965	District Attorney, Mariposa County Post Office Box 730 Mariposa, CA 95338	District Attorney, San Luis Obispo County 1035 Palm St, Room 450 San Luis Obispo, CA 93408	District Attorney, Yuba County 215 Fifth Street, Suite 152 Marysville, CA 95901
District Attorney, Calaveras County 891 Mountain Ranch Road San Andreas, CA 95249	District Attorney, Mendocino County Post Office Box 1000 Ukiah, CA 95482	District Attorney, San Mateo County 400 County Ctr., 3 rd Floor Redwood City, CA 94063	Los Angeles City Attorney's Office City Hall East 200 N. Main Street, Suite 800 Los Angeles, CA 90012
District Attorney, Colusa County 346 Fifth Street Suite 101 Colusa, CA 95932	District Attorney, Merced County 550 W. Main Street Merced, CA 95340	District Attorney, Santa Barbara County 1112 Santa Barbara Street Santa Barbara, CA 93101	San Diego City Attorney's Office 1200 3 rd Avenue, Ste 1620 San Diego, CA 92101
District Attorney, Contra Costa County 900 Ward Street Martinez, CA 94553	District Attorney, Modoc County 204 S Court Street, Room 202 Alturas, CA 96101-4020	District Attorney, Santa Clara County 70 West Hedding Street San Jose, CA 95110	San Francisco, City Attorney City Hall, Room 234 1 Dr Carlton B Goodlett PL San Francisco, CA 94102
District Attorney, Del Norte County 450 H Street, Room 171 Crescent City, CA 95531	District Attorney, Mono County Post Office Box 617 Bridgeport, CA 93517	District Attorney, Santa Cruz County 701 Ocean Street, Room 200 Santa Cruz, CA 95060	San Jose City Attorney's Office 200 East Santa Clara Street, 16 th Floor San Jose, CA 95113
District Attorney, El Dorado County 515 Main Street Placerville, CA 95667	District Attorney, Monterey County Post Office Box 1131 Salinas, CA 93902	District Attorney, Shasta County 1355 West Street Redding, CA 96001	
District Attorney, Fresno County 2220 Tulare Street, Suite 1000 Fresno, CA 93721	District Attorney, Napa County 931 Parkway Mall Napa, CA 94559	District Attorney, Sierra County PO Box 457 Downieville, CA 95936	
District Attorney, Glenn County Post Office Box 430 Willows, CA 95988	District Attorney, Nevada County 110 Union Street Nevada City, CA 95959	District Attorney, Siskiyou County Post Office Box 986 Yreka, CA 96097	
District Attorney, Humboldt County 825 5 th Street 4 th Floor Eureka, CA 95501	District Attorney, Orange County 401 West Civic Center Drive Santa Ana, CA 92701	District Attorney, Solano County 675 Texas Street, Ste 4500 Fairfield, CA 94533	
District Attorney, Imperial County 940 West Main Street, Ste 102 El Centro, CA 92243	District Attorney, Placer County 10810 Justice Center Drive, Ste 240 Roseville, CA 95678	District Attorney, Sonoma County 600 Administration Drive, Room 212J Santa Rosa, CA 95403	
District Attorney, Inyo County 230 W. Line Street Bishop, CA 93514	District Attorney, Plumas County 520 Main Street, Room 404 Quincy, CA 95971	District Attorney, Stanislaus County 832 12 th Street, Ste 300 Modesto, CA 95354	
District Attorney, Kern County 1215 Truxtun Avenue Bakersfield, CA 93301	District Attorney, Riverside County 3960 Orange Street Riverside, CA 92501	District Attorney, Sutter County 446 Second Street Yuba City, CA 95991	
District Attorney, Kings County 1400 West Lacey Boulevard Hanford, CA 93230	District Attorney, Sacramento County 901 "G" Street Sacramento, CA 95814	District Attorney, Tehama County Post Office Box 519 Red Bluff, CA 96080	
District Attorney, Lake County 255 N. Forbes Street Lakeport, CA 95453	District Attorney, San Benito County 419 Fourth Street, 2 nd Floor Hollister, CA 95023	District Attorney, Trinity County Post Office Box 310 Weaverville, CA 96093	
District Attorney, Lassen County 220 South Lassen Street, Ste. 8 Susanville, CA 96130	District Attorney, San Bernardino County 316 N. Mountain View Avenue San Bernardino, CA 92415-0004	District Attorney, Tulare County 221 S. Mooney Blvd., Room 224 Visalia, CA 93291	

EXHIBIT “B”

DECLARATION OF JAMES WILSON

I, James Wilson, declare:

1. I am the Manager of Future Formulations, LLC and I have personal knowledge of each fact stated in this declaration.

2. On or about September 19, 2012, Future Formulations, LLC received by mail a Notice of Intent to Sue pursuant to California Health and Safety Code 25249.50 et.seq. (“Proposition 65”) from Environmental Research Center. This declaration is being provided with reservation of all rights for the sole purpose of entering into a pre-litigation resolution of Environmental Research Center’s claims to avoid the time and expense of protracted legal proceedings. This declaration shall not be used or construed as an admission against Future Formulations’ interests in general or as evidence that Future Formulations violated Proposition 65.

3. Future Formulations, LLC sells, markets, or distributes the following products: ICA Health, LLC Doctor Wilson’s Original Formulations Inner Healing Support for Healthy Gastrointestinal Comfort, ICA Health, LLC Doctor Wilson’s Original Formulations Squeaky Clean Multifiber Intestinal Cleanser, ICA Health, LLC Doctor Wilson’s Original Formulations Super Adrenal Stress Formula Nutrients for Optimal Adrenal Function, and ICA Health, LLC Doctor Wilson’s Original Formulations Adrenal POWER Powder Caffeine-Free Adrenal Energizer (hereinafter referred to as “the Products”).

4. Each of the Products has been advertised, offered for sale, sold, and shipped to persons or companies in California.

5. I directed and reviewed the compilation of sales or distribution data for the Products.

6. For the period of September 17, 2011 through September 16, 2012 Future Formulations, LLC was involved in the following sales into California for the above named products:

- a. ICA Health, LLC Doctor Wilson’s Original Formulations Inner Healing Support for Healthy Gastrointestinal Comfort: Total unit sales of 23 units, resulting in a

1 total retail sales amount of \$734.85.

2 b. ICA Health, LLC Doctor Wilson's Original Formulations Squeaky Clean
3 Multifiber Intestinal Cleanser: Total unit sales of 18 units, resulting in a total
4 retail sales amount of \$644.10.

5 c. ICA Health, LLC Doctor Wilson's Original Formulations Super Adrenal Stress
6 Formula Nutrients for Optimal Adrenal Function: Total unit sales of 574 units,
7 resulting in a total retail sales amount of \$17,872.31.

8 d. ICA Health, LLC Doctor Wilson's Original Formulations Adrenal POWER
9 Powder Caffeine-Free Adrenal Energizer: Total unit sales of 27 units, resulting
10 in a total retail sales amount of \$1,699.65.

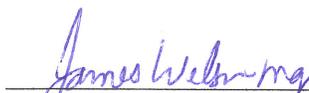
11 7. Upon Future Formulations, LLC's receipt of Environmental Research Center's
12 Notice of Violations pursuant to Proposition 65, I directed all shipments of the Products to
13 California to stop immediately. I directed that each Product shipped to California should be
14 stickered with a prophylactic "safe harbor" warning on its labeling as allowed by California
15 Code of Regulations title 27 §25603.2: "WARNING: This product contains chemicals known to
16 the State of California to cause cancer and birth defects or other reproductive harm."

17 8. On September 26, 2012 Future Formulations, LLC resumed shipments of
18 Products to California consumers and retailers with stickers containing the prophylactic warnings
19 as noted above.

20 9. On or about October 3, 2012, after determining that, according to the Proposition
21 65 definition, our products contained no significant risk level for lead as a carcinogen at 15
22 micrograms/day, the sticker wording was changed to read: "WARNING: This product contains
23 chemicals known to the State of California to cause birth defects or other reproductive harm."

24 I declare under penalty of perjury under the laws of the States of California that the
25 foregoing is true and correct.

26 Executed on January 3, 2012 at Tucson, Arizona.

27 
28 _____
James Wilson - Mgr.